



Loudoun County, Virginia

REQUEST FOR PROPOSAL

BUILDING CONDITION EVALUATIONS

ACCEPTANCE DATE: Prior to 4:00 p.m. May 1, 2012 "Atomic Time"

RFP NUMBER: QQ-01709

ACCEPTANCE PLACE: Department of Management and Financial Services
Division of Procurement, MSC #41C
1 Harrison Street, SE, 4th Floor
Leesburg, Virginia 20175

PLEASE NOTE: State Corporation Commission (SCC) registration requirements effective July 1, 2010 require that your proposal include the identification number issued by the State Corporation Commission as proof of registration **or** justification for non-registration, per the requirements in Sections 7.20 and 8.35. Please complete the Proof of Authority to Transact Business in Virginia form on page 29 of this solicitation and submit it with your proposal. Failure to provide this information or providing inaccurate or purged information shall result in your proposal being rejected.

Requests for information related to this Proposal should be directed to:

Christopher Bresley
Contracting Officer
(703) 777-0394
(703) 771-5097 (Fax)
E-mail address: Christopher.Bresley@loudoun.gov
This document can be downloaded from our web site:
www.loudoun.gov/procurement

Issue Date: April 2, 2012

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE .

REQUEST FOR PROPOSAL

BUILDING CONDITION EVALUATIONS

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ATTACHMENT 1: DETAILED SCOPE OF SERVICES

Prepared By: Christopher Bresley /s/ Date: 4/2/2012
Contracting Officer

BUILDING CONDITION EVALUATIONS

1.0 PURPOSE

The intent of this Request for Proposal (RFP) is to obtain the services of qualified professionals to provide building condition evaluations in support of the long term maintenance of Loudoun County owned and leased buildings. It is also the intent of this RFP to establish one or more fixed fee, open-end contracts on an "as needed" basis for building condition evaluations for a one (1) year base period with two (2) additional renewal option years. The number of contracts will depend on the number and quality of the proposals received, with a maximum of two (2) contracts. The successful firms must demonstrate proven skills and technical competence in evaluating the condition of residential and commercial buildings dating from the 1800's to the present.

Individual task orders under the resulting contract shall not exceed \$1,000,000 per task order and the sum of all task orders during each contract term shall not exceed \$5,000,000 (this sum is the same whether one or two contracts are awarded). A County purchase order will be issued for each task prior to the start of work. Consultants will normally be selected on a rotating basis for individual tasks within each service group; however, the County, at its sole discretion, reserves the right to select consultants out of rotation when deemed to be in the best interests of the County.

2.0 COMPETITION INTENDED

It is the County's intent that this Request for Proposal (RFP) permits competition. It shall be the offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Agent not later than fifteen (15) days prior to the date set for acceptance of proposals.

3.0 BACKGROUND INFORMATION

The Loudoun County Department of General Services is tasked with maintaining County occupied buildings so that occupants have a safe, secure and appropriate environment in which to conduct County business. Building components and systems degrade over time due to age, environmental factors and the amount and type of use. When degradation reaches a certain point, it is imperative that components or systems be renovated or replaced. Periodic building condition evaluations are the standard for determining timely renovations or replacements. This process allows for an orderly work schedule and identifies funding requirements for future years. Also, it is important for operational reasons that buildings operate as designed so that County services can be provided without interruption that might be caused by component or system failures.

4.0 OFFEROR'S MINIMUM QUALIFICATIONS (If applicable)

Offerors must demonstrate that they have the resources and capability to provide the materials and services as described herein. All offerors must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation may be cause for proposal to be deemed non-responsible and rejected.

The following criteria and that contained in Section 6.0 of this RFP shall be met and presented in your written proposal in order to be eligible for this contract:

Any offeror wishing to submit a proposal and be considered for this solicitation shall have had successful experience in the past three (3) years conducting condition evaluations for commercial and residential buildings ranging in size from 1,500 SF to 180,000 SF, and presenting the findings of those evaluations in a document format.

5.0 SCOPE OF SERVICES

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All offerors must be able to provide professional expertise in each of the service groups for which they desire consideration for selection. Individual tasks may require supervision, manpower, materials, equipment and supplies necessary to complete any services outlined below.

- 5.1 A purchase order must be issued for each task prior to the start of work. The purchase order shall constitute the notice to proceed, unless otherwise indicated.
- 5.2 Individual tasks may require supervision, manpower, materials, equipment and supplies necessary to complete any of the services outlined below and/or in Attachment 1, "Detailed Scope of Services".
- 5.3 All services shall be performed in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including those of the Environmental Protection Agency (EPA), Virginia Department of Environmental Quality, Virginia Department of Conservation and Recreation, State Health Department, Virginia USBC, VOSHA (Virginia Occupational Safety and Health Agency) and OSHA rules and regulations.
- 5.4 The services to be provided under this Contract shall include but not be limited to the following:
 - A. Evaluations, investigations, analysis, recommendations, cost and time estimates, testing, reports, studies, designs, preparation of documents (including drawings in latest AutoCAD version and specifications) field inspections and investigation.
 - B. Professional involvement throughout all phases of the project, including but not limited to development of programs; preparation of reports; periodic progress reports/meetings; processing of invoices for service; timely processing of project correspondence, Consultants' requests for payment, and material and equipment submittals.

6.0 EVALUATION OF PROPOSALS & SELECTION PROCEDURES

The Instructions for Submitting Proposals set forth certain criteria which will be used in the evaluation of proposals and selection of the successful offerors. In addition, the criteria set forth below will be considered.

6.1 Proposal Analysis Group

The Proposal Analysis Group (PAG) will include representatives from the Department of General Services.

6.2 Schedule

The following schedule is **tentative**. The number of proposals received will determine actual schedule.

| | |
|----------------------------|---------------|
| Proposals due | May 1, 2012 |
| Shortlist Announcement | May 25, 2012 |
| Interviews | June 6, 2012 |
| Final Ranking Announcement | June 15, 2012 |

6.3 Proposal Content

Offerors are to make written proposals that present the offerors qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the proposal to be considered non-responsive and rejected.

- *Do not include cost information in your proposal. This information will be requested from the short listed firms only.*
- *Do not use Federal Government forms such as Standard Form 330; Architect – Engineer Qualifications in your proposal response.*

6.3.1 Signature Page (Page 27 & 28)

6.3.2 Proof of Authority to Transact Business Form (Page 29)

6.3.3 Table of Contents

6.3.4 Minimum Qualification response from Section 4.0

6.3.5 Management Skills and Technical Expertise

Include as a minimum:

- a. Provide a narrative description (maximum of one (1) page per project) of three (3) similar projects that are in progress or have been completed within the past three (3) years that best illustrate the capabilities of your organization in relation to the RFP Scope of Services in Section 5.0 and Attachment 1.

In the project narrative, provide a summary of the project including the timely delivery of contracted services, completion date, client contact information, contract cost and any unique problems encountered and solutions devised.

- b. Provide three (3) completed reports for commercial buildings and two (2) reports for residential type buildings and the costs associated with each evaluation. **This information is to be provided on CDs. Hard copies of reports or cost estimates will not be accepted.**
- c. Identify all Building Evaluation task order type contracts held within the last five (5) years.
- d. References: All offerors shall include with their proposals a minimum of three (3) current references from project completed in the last five (5) years. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the proposal as non-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
- e. Describe your organization's quality control program and provide an example of how your quality control program saved client funds or improved the quality of the end product.
- f. Awards and letters of commendation received.

6.3.6 Credentials of the Project Team

Include as a minimum:

- a. Show Staffing Plan to support the Scope of Services contained in this RFP. The staffing plan should identify the project manager and project team
- b. Identify the Project Manager and provide resume along with portfolio of related projects
- c. Provide resumes of key project staff to include technicians, inspectors and subconsultants. At a minimum resumes should include professional licenses; years of experience, technical certifications and experience related to the requirements in the RFP scope of services.
- d. Identify subconsultants and previous working experience with subconsultants

6.3.7 Task Understanding

Provide a narrative describing how you intend to accomplish task requirements contained in Section 5.0 and Attachment 1 of this RFP. Address your understanding of overall RFP requirements.

6.3.8 Capability for Timely Response

- a. Proximity of Consultant's office to County Government Center at 1 Harrison Street, S.E., Leesburg, VA 20175 (driving time)
- b. Acknowledgement and understanding of required response times as set forth in Section 8.27 of this RFP (Normal & Emergency)

6.3.9 Compliance with Contractual Terms

Provide a definitive statement of intent to comply with Contract Terms and Conditions as delineated in this RFP. If proposed Terms and Conditions are not acceptable as described, note, explain any exceptions and provide alternate language; however, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal. Refer to the statement at the beginning of Section 8.0 – Terms and Conditions.

Acknowledge and describe any proposed deviations from Scope of Services.

6.3.10 Additional Documents

Include requested documents such as but not limited to: W-9, insurance certificate, addendums and the “How did you Hear” form on Page 30.

6.3.11 Proposals and if shortlisted, interviews will be reviewed for overall quality and completeness: (Specific response to this section not required in proposal)

- a. Completeness
- b. Attention to detail
- c. Clarity
- d. Organization
- e. Appearance

6.4 Evaluation Process

The PAG will review, and evaluate each proposal and selection will be made for on the basis of the criteria listed below and as more particularly described in Section 6.3.

- A. Management skills and technical expertise. **(25 points)**
- B. Credentials of project team. **(20 points)**
- C. Understanding of task requirements. **(20 points)**
- D. Capability for timely response. **(5 points)**
- E. Compliance with contractual terms. **(5 points)**
- F. Overall quality and completeness of proposal. **(5 points)**
- G. Cost of Services. **(Short-listed firms only) (20 Points)**

Once the PAG has read and evaluated each proposal, a composite preliminary rating will be developed which indicates the group’s collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select the offerors for further consideration—the short-list. Thereafter, the PAG will conduct interviews and have discussions with the top ranked offerors (usually the top three (3) to five (5) depending upon the number of proposals received).

6.5 Non-Binding Fee Schedule

If an offeror is selected for interview, that offeror shall submit to the County, in a format provided by the County, within three (3) working days of notification,

their non-binding fee/rate schedule. The individual offeror's fee/rate schedule shall include a rate for all labor categories listed below.

For proposal evaluation purposes, provide an hourly rate (non-binding) for each of the following representative categories. Minimum experience is indicated in parentheses for each category. Rates included herein should correspond as closely as possible to the actual rate category identified in the individual offeror's fee/rate schedule even though the category titles may differ.

- A. Principal (Corporate Officer or Partner)
- B. Project Manager (10 yrs. experience in building trade + 3 yrs. as Project Mgr. of building condition evaluations)
- C. Technical Specialist: (certified in a specialty, i.e., mechanical engineering, structural engineering, etc., and 5 years relevant experience after certification)
- D. Field Inspector: (5 yrs. building trade experience + 3-5 yrs. experience in building condition evaluations)
- E. Technician: (1-4 yrs. building trade experience + 1-3 yrs. experience in building condition evaluations)
- F. Administrative: (3 yrs. general office experience in preparing building condition evaluations)

For evaluation purposes, a weighted average rate of all six (6) categories identified above shall be used. The weighted values for the categories provided above are: Principal - 5%; Project Manager – 30%; Technical Specialist – 30%; Field Inspector – 20%; Technician – 10%; Administrative - 5%.

The offeror with the lowest average rate will be assigned twenty (20) points.

The other proposals will be assigned points according to the following formula:

Lowest fee ÷ offeror's fee = X%; X% x 20 points = XX points.

After the interviews are complete, the PAG will finalize the rankings. Final negotiations for a binding fee/rate schedule will begin with the top ranked offerors in each service group. If a contract acceptable to the County cannot be negotiated at rates that are considered fair and reasonable, negotiations shall be terminated with those offerors and negotiations conducted with the next ranked offeror, and so on. County staff will conduct all subsequent negotiations and will make a recommendation to the Board of Supervisors for the contract award. The rankings shall remain confidential until after the contract award.

7.0 INSTRUCTIONS TO OFFERORS

7.1 Submission of Proposals

Before submitting a proposal, read the entire solicitation, including the Contract Terms and Conditions. Failure to read any part shall not relieve the successful offeror of its contractual obligations. Include other information as requested or required. The proposal container must be completely and properly identified. The face of the container shall indicate the RFP number, time and date of acceptance,

and the title of the RFP. Proposals must be received by the Division of Procurement PRIOR to the hour specified on the acceptance date. Proposals may either be mailed to One Harrison Street, SE, 4th Floor, MSC #41C, Leesburg, Virginia 20175 or hand delivered to One Harrison Street, SE, 4th Floor, Leesburg, Virginia 20175. Faxed and e-mailed proposals will not be accepted.

7.2 Questions and Inquiries

Questions and inquiries, both verbal and written, will be accepted from any and all offerors. The Division of Procurement is the sole point of contact for this solicitation unless otherwise instructed herein. Unauthorized contact with other Loudoun County staff regarding the RFP may result in the disqualification of the offeror. Inquiries pertaining to the Request for Proposal must give the RFP number, title, and acceptance date. Material questions will be answered in writing by way of Addendum provided, however, that all questions are received by **5:00 p.m., Friday, April 20, 2012**. It is the responsibility of the offeror to ensure that it has received all Addendums prior to submitting a proposal and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

7.3 Addendum and Supplement to Request

If it becomes necessary to revise any part of this request or if additional data are necessary to enable an exact interpretation of provisions of this request, an Addendum will be issued. It is the responsibility of the offeror to ensure that he has received all Addenda prior to submitting a proposal and to include signed copies with their proposal. Addendums can be downloaded from www.loudoun.gov/procurement.

7.4 Completion

Proposal must show number of days required to complete the project under normal conditions. Failure to state completion time obligates offeror to complete the project according to the County's schedule. Unrealistically short or long completion promised may cause proposal to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from offerors list.

7.5 Proprietary Information

Trade secrets or proprietary information submitted by an offeror in connection with this solicitation shall not be subject to disclosure under the Virginia Freedom of Information Act; however, **pursuant to Section 2.2-4342 of the Code of Virginia, the offeror must invoke the protections of this section prior to or upon submission of the data or other materials, and must clearly identify the data or other materials to be protected and state the reasons why protection is necessary. Failure to abide by this procedure may result in disclosure of the offeror's information.** Offerors shall not mark sections of their proposal as proprietary if they are to be part of the award of the contract and are of a "Material" nature.

7.6 Authority to Bind Firm in Contract

Proposals MUST give full firm name and address of offeror. Failure to manually sign proposal may disqualify it. Person signing proposal should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT. Firm name and authorized signature must appear on proposal in the space provided on the pricing page. Those authorized to sign are as follows:

If a sole proprietorship, the owner may sign.

If a general partnership, any general partner may sign.

If a limited partnership, a general partner must sign.

If a limited liability company, a "member" may sign or "manager" must sign if so specified by the Articles of Organization.

If a regular corporation, the CEO, President or Vice-President must sign.

Others may be granted authority to sign but the County requires that a corporate document authorizing him/her to sign be submitted with proposal.

7.7 Preparation and Submission of Proposals

- A. All proposals shall be signed in ink by the offeror or authorized principals of the offeror.
- B. All proposals shall be submitted double-sided.
- C. All attachments to the Request for Proposal requiring execution by the offeror are to be returned with the proposals.
- D. Proposals are to be returned in a sealed container. The face of the container shall indicate the RFP number, time and date of public acceptance, and the title of the proposal
- E. Proposals must be received by the Division of Procurement prior to 4:00 p.m., local Atomic time, on the date identified on the cover of this RFP. An Atomic clock is located in the Division of Procurement and can also be verified by visiting <http://www.time.gov/timezone.cgi?Eastern/d/-5/java>. Requests for extensions of this time and date will not be granted. Offerors mailing their proposals shall allow for normal mail time to ensure receipt of their proposals by the Division of Procurement prior to the time and date fixed for acceptance of the proposals. Proposals or unsolicited amendments to proposals received by the County after the acceptance date will not be considered. Proposals will be publicly accepted and logged in at the time and date specified above.
- F. Each offeror shall submit one (1) original and four (4) copies of their technical proposal to the County's Division of Procurement as indicated on the cover sheet of this Request for Proposal. The original proposal shall be clearly marked.

7.8 Withdrawal of Proposals

- A. All proposals submitted shall be valid for a minimum period of ninety (90) calendar days following the date established for acceptance.

- B. Proposals may be withdrawn on written request from the offeror at the address shown in the solicitation prior to the time of acceptance.
- C. Negligence on the part of the offeror in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.

7.9 County Furnished Support/Items

The level of support required from County personnel for the completion of each task shall be estimated by position and man days.

The offeror shall indicate the necessary telephones, office space and materials the offeror requires. The County may furnish these facilities if the County considers them reasonable, necessary, and available for the offeror to complete its task.

7.10 Subconsultants

Offerors shall include a list of all subconsultants with their proposal. Proposals shall also include a statement of the subconsultants' qualifications. The County reserves the right to reject the successful offeror's selection of subconsultants for good cause. If a subconsultant is rejected, the offeror may replace that subconsultant with another subconsultant subject to the approval of the County. Any such replacement shall be at no additional expense to the County, nor shall it result in an extension of time without the County's approval.

7.11 Contract Quantities

The quantities specified in this Request for Proposal are estimated only, and are given for the information of offerors and for the purpose of proposal evaluation. They do not indicate the actual quantity which will be ordered, since such volume will depend upon requirements which develop during the contract period.

Quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the contract, or relieve the consultant of his obligation to fill all orders placed by the County.

NO PROPOSAL WILL BE CONSIDERED WHICH STIPULATES THAT LOUDOUN COUNTY SHALL GUARANTEE TO ORDER A SPECIFIC QUANTITY OF ANY ITEM.

7.12 Late Proposals

LATE proposals will be returned to offeror UNOPENED, if RFP number, acceptance date and offeror's return address is shown on the container.

7.13 Rights of County

The County reserves the right to accept or reject all or any part of any proposal, waive informalities, and award the contract to best serve the interest of the County. Informality shall mean a minor defect or variation of a proposal from the exact requirements of the Request for Proposal which does not affect the price, quality, quantity, or delivery schedule for the goods, services or construction being procured.

7.14 Prohibition as Subconsultants

No offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.

7.15 Deviations from Scope of Services

If there is any deviation from that prescribed in the Scope of Services, the appropriate line in the Scope of Services shall be ruled out and the substitution clearly indicated. The County reserves the right to determine the responsiveness of any deviation.

7.16 Notice of Award

A Notice of Award will be posted on the County's web site (www.loudoun.gov) and on the bulletin board located in the Division of Procurement, 4th floor, One Harrison St, SE, Leesburg, Virginia 20175.

7.17 Protest

Offerors may refer to Sections 2.2-4357 through 2.2-4364 of the Code of Virginia to determine their remedies concerning this competitive process. Protests shall be submitted to the Director, Management and Financial Services.

7.18 Miscellaneous Requirements

- A. The County will not be responsible for any expenses incurred by an offeror in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the offeror's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- B. Offerors who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal. The Division of Procurement will schedule the time and location for this presentation.
- C. The contents of the proposal submitted by the successful offeror as well as this RFP will become part of any contract awarded as a result of the Scope of Services contained herein. The successful offeror will be expected to sign a contract with the County.
- D. The County reserves the right to reject any and all proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of the County. Offerors whose proposals are not accepted will be notified in writing.

7.19 Debarment

By submitting a proposal, the offeror is certifying that he is not currently debarred by the County, or in a procurement involving federal funds, by the Federal Government. A copy of the County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia is available upon request.

7.20 Proof of Authority to Transact Business in Virginia

An offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee. The SCC may be reached at (804) 371-9733 or at <http://www.scc.virginia.gov/default.aspx>.

7.21 W-9 Form Required

Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

7.22 Insurance Coverage

Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any "additional insured" language for the County.

8.0 **CONTRACT TERMS AND CONDITIONS**

The Contract with the successful offeror will contain the following Contract Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the County terms and conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal. While the County may accept additional or different language if so provided with the proposal, the Terms and Conditions marked with an asterisk (*) are mandatory and non negotiable.

8.1 Procedures

The extent and character of the services to be performed by the Consultant shall be subject to the general control and approval of the Director, Department of General Services or their authorized representative(s). The Consultant shall not comply with requests and/or orders issued by other than the Director, Director, Department of General Services or their authorized representative(s) acting within their authority for the County. Any change to the Contract must be approved in writing by the Purchasing Agent and the Consultant.

8.2 Contract Quantities

The potential tasks identified in this Contract do not necessarily indicate the actual tasks that will be ordered since such tasks will depend upon requirements that develop during the Contract period.

Tasks or quantities shown shall not be construed to represent any amount which the County shall be obligated to purchase under the Contract, or relieve the Consultant of his obligation to fill all orders placed by the County.

8.3 Contract Period

The Contract shall cover the period from July 1, 2012 through June 30, 2013, or an equivalent period depending upon date of Contract award.

This Contract may be renewed at the expiration of the initial term at the request of the County. The renewal may be for up to two (2) additional one (1) year periods. Any renewal shall be based on the same terms and conditions as the initial term.

8.4 Price Escalation/De-escalation

Rates for each renewal period may be increased or decreased, with such increase or decrease not to exceed the percentage change in the latest Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Special Indexes, all items less food and energy. In no circumstances shall any increase exceed four percent (4%) per year.

8.5 Delays

Time is of the essence. If delay is foreseen, the Consultant shall give immediate written notice to the Division of Procurement. The Consultant must keep the County advised at all times of status of the work order. Default in promised completion (without accepted reasons) or failure to meet specifications, authorizes the Division of Procurement to purchase supplies or services elsewhere and charge full increase in cost and handling to defaulting Consultant or deduct the costs from any balance owing to the Consultant.

8.6 County Reserved Rights

The County reserves the right, at its sole discretion, to issue Requests for Proposal for similar work and other projects as the need may occur. The County also reserves the right to issue Purchase Orders, and to expand or otherwise modify existing Purchase Orders, to other Open-End Consultants based on its sole discretion, in consideration of its knowledge and/or evaluation of each Consultant's qualifications, expertise, capabilities, performance record, current ability to perform, location and/or distance to the project, and any and all other factors as may be pertinent to the particular project and for the convenience of the County.

8.7 Material Safety Data Sheets

By law, the County of Loudoun will not receive any materials, products, or chemicals which may be hazardous to an employee's health unless accompanied by a Material Safety Data Sheet (MSDS) when received. This MSDS will be reviewed by the County, and if approved, the materials, product or chemical can be used. If the

MSDS is rejected, the Consultant must identify a substitute that will meet the County's criteria for approval.

8.8 Business, Professional, and Occupational License Requirement

All firms or individuals located or doing business in Loudoun County are required to be licensed in accordance with the County's "Business, Professional, and Occupational Licensing (BPOL) Tax" Ordinance.

Wholesale and retail merchants without a business location in Loudoun County are exempt from this requirement. Questions concerning the BPOL Tax should be directed to the Office of Commissioner of Revenue, telephone (703) 777-0260.

8.9 Payment of Taxes

All Consultants located or owning property in Loudoun County shall assure that all real and personal property taxes are paid.

The County will verify payment of all real and personal property taxes by the Consultant prior to the award of any Contract or Contract renewal.

8.10 Insurance

A. The Consultant shall be responsible for its work and every part thereof, and for all materials, tools, equipment, appliances, and property of any and all description used in connection therewith. The Consultant assumes all risk of direct and indirect damage or injury to the property or persons used or employed on or in connection with the work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract.

B. The Consultant and all subconsultants shall, during the continuance of the work under the Contract, provide the following:

1. Workers' Compensation and Employer's Liability to protect the Consultant from any liability or damages for any injuries (including death and disability) to any and all of its employees, including any and all liability or damage which may arise by virtue of any statute or law in force within the Commonwealth of Virginia.
2. Comprehensive General Liability insurance to protect the Consultant, and the interest of the County, its officers, employees, and agents against any and all injuries to third parties, including bodily injury and personal injury, wherever located, resulting from any action or operation under the Contract or in connection with the contracted work. The General Liability insurance shall also include the Broad Form Property Damage endorsement, in addition to coverage for explosion, collapse, and underground hazards, where required.
3. Automobile Liability insurance, covering all owned, non-owned, borrowed, leased, or rented vehicles operated by the Consultant.

4. Professional Liability against any and all wrongful acts, errors, or omissions on the part of the Consultant resulting from any action or operation under the Contract or in connection with the contracted work.

C. The Consultant agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General, Automobile and Professional Liability policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy

- | | |
|--------------------------------|-------------|
| 1. Workers' Compensation: | |
| Coverage A: | Statutory |
| Coverage B: | \$100,000 |
| 2. General Liability: | |
| Per Occurrence: | \$1,000,000 |
| Personal/Advertising Injury: | \$1,000,000 |
| General Aggregate: | \$2,000,000 |
| Products/Completed Operations: | \$2,000,000 |
| Fire Damage Legal Liability: | \$100,000 |

GL Coverage, excluding Products and Completed Operations, should be on a Per Project Basis

- | | |
|---------------------------|-------------|
| 3. Automobile Liability: | |
| Combined Single Limit: | \$1,000,000 |
| 4. Professional Liability | |
| Per Occurrence: | \$1,000,000 |
| General Aggregate: | \$1,000,000 |

D. The following provisions shall be agreed to by the Consultant:

1. No change, cancellation, or non-renewal shall be made in any insurance coverage without a forty-five (45) day written notice to the County. The Consultant shall furnish a new certificate prior to any change or cancellation date. The failure of the Consultant to deliver a new and valid certificate will result in suspension of all payments until the new certificate is furnished.
2. Liability Insurance "Claims Made" basis:

If the liability insurance purchased by the Consultant has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the

extensions to be included as described previously in these provisions, remain the same. The Consultant must either:

- a. Agree to provide, prior to commencing work under the Contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for General Liability policies and five (5) years for Professional Liability policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract, or
 - b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.
3. The Consultant must disclose the amount of deductible/self-insured retention applicable to the General Liability, Automobile Liability and Professional Liability policies, if any. The County reserves the right to request additional information to determine if the Consultant has the financial capacity to meet its obligations under a deductible/self-insured plan. If this provision is utilized, the Consultant will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.
4. a. The Consultant agrees to provide insurance issued by companies admitted within the Commonwealth of Virginia, with the Best's Key Rating of at least A:VII.
- b. European markets including those based in London, and the domestic surplus lines market that operate on a non-admitted basis are exempt from this requirement provided that the Consultant's broker can provide financial data to establish that a market's policyholder surpluses are equal to or exceed the surpluses that correspond to Best's A:VII Rating.
5. a. The Consultant will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.
- b. The Consultant will provide on request certified copies of all insurance coverage related to the Contract within ten (10) business days of request by the County. These certified copies will be sent to the County from the Consultant's insurance agent or representative. Any request made under this provision shall be deemed confidential and proprietary.

- c. Any certificates provided shall indicate the Contract name and number.
- 6. The County, its officers and employees shall be named as an "additional insured" on the Automobile and General Liability policies and it shall be stated on the Insurance Certificate with the provision that this coverage "is primary to all other coverage the County may possess." (Use "loss payee" where there is an insurable interest.)
- 7. Compliance by the Consultant with the foregoing requirements as to carrying insurance shall not relieve the Consultant of their liabilities provisions of the Contract.
- E. Contractual and other Liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude the County from supervising and/or inspecting the project as to the end result. The Consultant shall assume all on-the-job responsibilities as to the control of persons directly employed by it.
- F. Precaution shall be exercised at all times for the protection of Persons (including employees) and property.
- G. The Consultant is to comply with the Occupational Safety and Health Act of 1970, Public Law 91-956, as it may apply to this Contract.
- H. Any loss insured under subparagraph 8.10.B.4 is to be adjusted with the County and made payable to the County as trustee for the requirements of any applicable mortgagee clause.
- I. If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.
- J. The Consultant agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

8.11 Hold Harmless Clause

The Consultant shall indemnify and hold harmless the County, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, suits of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third party claims) incidental to or brought as a consequence of any negligent act, error, omission, or breach of the applicable professional standard of care by the Consultant and/or its subconsultants. The Consultant agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The County is prohibited from indemnifying Contractor and/or any other third parties.

8.12 Safety

All Consultants and subconsultants performing services for the County of Loudoun are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Consultants and subconsultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

8.13 Notice of Required Disability Legislation Compliance *

Loudoun County government is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act of 1990.

Specifically, Loudoun County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of state and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

8.14 Ethics in Public Contracting *

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by the County. A copy of these provisions may be obtained from the Purchasing Agent upon request.

The above-stated provisions supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia State and Local Government Conflict of Interests Act (§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia State and Local Government Conflict of Interests Act.

8.15 Employment Discrimination by Consultants Prohibited *

Every Contract of over \$10,000 shall include the following provisions:

- A. During the performance of this Contract, the Consultant agrees as follows:
 - 1. The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other

basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Consultant. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Consultant, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, shall state that such Consultant is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

B. The Consultant will include the provisions of the foregoing paragraphs, 1, 2, and 3 in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

8.16 Drug-free Workplace *

Every Contract of over \$10,000 shall include the following provisions:

During the performance of this Contract, the Consultant agrees to (i) provide a drug-free workplace for the Consultant's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Consultant's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Consultant that the Consultant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subconsultant or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Consultant in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

8.17 Faith-Based Organizations *

Loudoun County does not discriminate against faith-based organizations.

8.18 Immigration Reform and Control Act of 1986 *

By entering this Contract, the Consultant certifies that it does not and will not during the performance of this Contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

8.19 Exemption from Taxes *

Pursuant to Va. Code § 58.1-609.1, the County is exempt from Virginia State Sales or Use Taxes and Federal Excise Tax, therefore the Consultant shall not charge the County for Virginia State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Consultant, and the Consultant shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Consultant for incorporation in or use on a construction project. Nothing in this section shall prohibit the Consultant from including its own sales tax expense in connection with the Contract in its Contract price.

8.20 Ordering, Invoicing and Payment

All work requested under this Contract shall be placed on a County issued Purchase Order. The Contractor shall not accept credit card orders or payments.

The Consultant shall submit invoices, in duplicate, on a monthly basis, such statement to include a detailed breakdown of all charges for that monthly period.

Invoices shall be based upon completion of tasks and deliverables. All such invoices will be paid promptly by the County unless any items thereon are questioned, in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Consultant shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

County of Loudoun, Virginia

Department of General Services
803 Sycolin Road SE
Suite 100
Leesburg, Virginia 20175

Individual Consultants shall provide their social security numbers, and proprietorships, partnerships, and corporations shall provide their federal employer identification number on the pricing form.

8.21 Payments to Subconsultants *

Within seven (7) days after receipt of amounts paid by the County for work performed by a subconsultant under this Contract, the Consultant shall either:

- A. Pay the subconsultant for the proportionate share of the total payment received from the County attributable to the work performed by the subconsultant under this Contract; or
- B. Notify the County and subconsultant, in writing, of his intention to withhold all or a part of the subconsultant's payment and the reason for non-payment.

The Consultant shall pay interest to the subconsultant on all amounts owed that remain unpaid beyond the seven (7) day period except for amounts withheld as allowed in item B. above.

Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Consultant shall include in each of its subcontracts a provision requiring each subconsultant to include or otherwise be subject to the same payment and interest requirements as set forth above with respect to each lower-tier subconsultant.

The Consultant's obligation to pay an interest charge to a subconsultant pursuant to this provision may not be construed to be an obligation of the County.

8.22 Substitutions

NO substitutions, additions or cancellations, including those of key personnel, are permitted after award without written approval by the Division of Procurement. Where specific employees are proposed by the Consultant for the work, those employees shall perform the work as long as that employee works for the Consultant, either as an employee or subconsultant, unless the County agrees to the substitution. Requests for substitutions shall be reviewed and may be approved by the County in its reasonable discretion.

8.23 Assignment of Contract *

The Consultant is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the County Purchasing Agent.

8.24 Termination

Subject to the provisions below, the Contract may be terminated by the County upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then the Contract may be extended upon written approval of the County until said work or services are completed and accepted.

A. Termination for Convenience

The County may terminate this Contract for convenience at any time in which the case the parties shall negotiate reasonable termination costs.

B. Termination for Cause

In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years

If funds are not appropriated or otherwise made available to support continuation of the performance of this Contract in a subsequent fiscal year, then the Contract shall be canceled and, to the extent permitted by law, the Consultant shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

8.25 Contractual Disputes *

The Consultant shall give written notice to the Purchasing Agent of his intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Purchasing Agent shall reduce his decision to writing and mail or otherwise forward a copy thereof to the Consultant within thirty (30) days of receipt of the claim.

The Purchasing Agent's decision shall be final unless the Consultant appeals within thirty (30) days by submitting a written letter of appeal to the County Administrator, or his designee. The County Administrator shall render a decision within sixty (60) days of receipt of the appeal. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

8.26 Prime Consultant Responsibilities

The Consultant(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all subconsultants that they may utilize. Subconsultants who perform work under the Contract shall be responsible to the prime Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

8.27 Cost Proposals/Response Time

The County will notify the applicable Consultant when work is required. The Consultant shall respond to the County within forty-eight (48) hours after notification. The County will schedule a meeting with the Consultant and the proper County representatives to discuss the work required. Based upon those discussions, the Consultant shall submit to the County a lump sum cost proposal to perform the work based upon their fixed hourly rates contained in the Contract. The estimate shall contain the estimated number of hours broken out by category of service, Consultant hourly rates for each category, a narrative describing work to be performed, estimated time for completion and all non-labor related costs. All costs to complete the task must be identified in the cost proposal. No project costs are to be considered "reimbursable" and left out of the task order cost proposal. After review and acceptance of the proposal, the County will issue a purchase order to perform the work. The proposals shall be prepared at no cost to the County.

When the scope of services involves work of such nature that the Consultant cannot reasonably estimate the time which would be required to provide the services, the County may agree to an Hourly Rate Purchase Order based on the actual hours worked times the hourly rates indicated in the Consultant's binding fee schedule and other approved expenses. A maximum Purchase Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Purchase Orders. When an Hourly Rate Purchase Order is used, the Consultant shall submit detailed time records, documentation for other expenses, and such other evidence as the County may require supporting its billing request.

- A. For services and materials tests required by the County that are not specifically identified in the Contract Labor Categories but covered under the Scope of Services, the Consultant shall submit to the County project manager, in the task order cost proposal, detailed costs for these services and tests. Any additional labor categories and fixed hourly rates developed apply only to the specific task order.
- B. Emergency Response: In the event of a catastrophic event or other condition where the County Administrator has declared an emergency and there exists a need to use professional engineering services to assist in resolving the emergency, the Consultant shall respond within two (2) hours of notification.
- C. The hourly fee/rate fees/rate schedule implemented under this Contract shall include:
 - 1. Administrative items such as fax transmissions, long distance phone calls, mailing services, courier services, and materials required in the preparation of presentations, cost of reports, submittals and other expenses deemed typical in the conduct of business.
 - 2. Transportation to and from job sites, vehicles, fuel, vehicle maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support, materials testing equipment and all overhead and incidental costs.

8.28 Ownership of Documents

Any reports, specifications, blueprints, negatives or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of Loudoun County, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the Contract without the prior written consent of Loudoun County. Documents and materials developed by the Consultant under the Contract shall be the property of Loudoun County; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. Loudoun County agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

8.29 Submissions

All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the County's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the County's Project Manager.

8.30 Responsibility for Claims and Liabilities

The County's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out the Contract. The Consultant shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible for to the County for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

8.31 Severability *

In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

8.32 Applicable Laws/Forum Contract *

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Consultant expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Consultant expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

8.33 Notices

All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO CONSULTANT:

TO COUNTY:

Division of Procurement
Attn: Christopher Bresley
1 Harrison Street S.E.
Leesburg, VA 20175

8.34 Licensure

To the extent required by the Commonwealth of Virginia (see e.g. 54.1-1100 *et seq.* of the Code of Virginia) or the County of Loudoun, the Consultant shall be duly licensed to perform the services required to be delivered pursuant to this Contract.

8.35 Authority to Transact Business in Virginia *

A Consultant organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described herein that enters into a Contract with the County

pursuant to the Virginia Public Procurement Act 2.2-4300 et seq. shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50 of the Code of Virginia, to be revoked or cancelled at any time during the term of the Contract. The County may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

8.36 Counterparts

This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

8.37 Confidentiality

The Contractor acknowledges and understands that its employees may have access to proprietary, business information, or other confidential information belonging to the County of Loudoun. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person, or allow any other person access to, any information related to the County or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, FAX transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the County, or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the County may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the Purchasing Agent's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the County as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material.



Loudoun County, Virginia

Department of Management and Financial Services
Division of Procurement
One Harrison Street, SE, 4th Floor MSC #41C
Leesburg, Virginia 20175

BUILDING CONDITION EVALUATIONS

THE FIRM OF: _____

Address: _____

FEIN: _____

Hereby proposes to provide the requested services as defined in Request for Proposal (RFP) QQ-01709.

I understand that the omission of any items listed below from this proposal may be cause for rejection of the proposal as nonresponsive. I have ensured that I have received and acknowledged any and all Addenda.

Return the following with your proposal. If offeror fails to provide with their proposal, items shall be provided within twenty-four (24) hours of proposal opening.

| ITEM: | INCLUDED: (X) |
|--|---------------|
| 1. W-9 Form (7.21): | _____ |
| 2. Certificate of Insurance (7.22): | _____ |
| 3. Response to RFP Section 6.3 | _____ |
| 4. One (1) original and four (4) copies (7.7F) | _____ |
| 5. Addenda, if any (Informality): | _____ |

Failure to provide the following items with your proposal shall be cause for rejection of proposal as non-responsive and/or non/responsible. It is the responsibility of the offeror to ensure that it has received all addenda and to include signed copies with their proposal (7.2).

| | |
|--|-----------------------------|
| 6. Addenda, if any: | _____ |
| 7. Payment Terms: | _____ net 30 or _____ other |
| 8. Proof of Authority to Transact Business in Virginia Form (Page 28): | _____ |
| 9. Minimum Qualification Documentation (4.0 & 6.3.4): | _____ |

Note: Fees are not to be included with this proposal. The County will negotiate with the highest ranked offerors to establish fixed rates.

Person to contact regarding this proposal: _____

Title: _____ Phone: _____ Fax: _____

Email: _____

Name and title of person authorized to bind the offeror (7.6):

Name: _____ Title: _____

Signature: _____ Date: _____

By signing and submitting a proposal, your firm acknowledges and agrees that it has read and understands the RFP documents.



Loudoun County, Virginia

www.loudoun.gov/procurement

Department of Management and Financial Services

Division of Procurement

1 Harrison Street, S.E., 4th Floor, MSC#41C, Leesburg, VA 20175

PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM SHALL RESULT IN REJECTION OF YOUR BID/PROPOSAL

Pursuant to Virginia Code §2.2-4311.2, a bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its bid/ proposal the identification number issued to it by the State Corporation Commission ("SCC"). Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its bid or proposal a statement describing why the offeror is not required to be so authorized. Any bidder/offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Purchasing Agent or his designee.

If this bid/proposal for goods or services is accepted by the County of Loudoun, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.
PLEASE NOTE: The SCC number is NOT your federal ID number or business license number.

A. _____ Bidder/offeror is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

B. _____ Bidder/offeror is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such bidder's/offeror's Identification Number issued to it by the SCC is _____.

C. _____ Bidder/offeror does not have an Identification Number issued to it by the SCC and such bidder/offeror is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

Please attach additional sheets of paper if you need to explain why such bidder/offeror is not required to be authorized to transact business in Virginia.

Legal Name of Company (as listed on W-9)

Legal Name of Bidder/Offeror

Date

Authorized Signature

Print or Type Name and Title

HOW DID YOU HEAR ABOUT THIS REQUEST FOR PROPOSAL?

QQ-01709

Please take the time to mark the appropriate line and return with your proposal.

| | |
|---|--|
| <input type="checkbox"/> Associated Builders & Contractors | <input type="checkbox"/> Loudoun Times Mirror |
| <input type="checkbox"/> Bid Net | <input type="checkbox"/> Our Web Site |
| <input type="checkbox"/> Builder's Exchange of Virginia | <input type="checkbox"/> NIGP |
| <input type="checkbox"/> Email notification from Loudoun County | <input type="checkbox"/> The Plan Room |
| <input type="checkbox"/> Dodge Reports | <input type="checkbox"/> Reed Construction Data |
| <input type="checkbox"/> | <input type="checkbox"/> Tempos Del Mundo |
| <input type="checkbox"/> India This Week | <input type="checkbox"/> Valley Construction News |
| <input type="checkbox"/> LS Caldwell & Associates | <input type="checkbox"/> Virginia Business Opportunities |
| <input type="checkbox"/> Loudoun Co Small Business Development Center | <input type="checkbox"/> VA Dept. of Minority Business Enterprises |
| <input type="checkbox"/> Loudoun Co Chamber of Commerce | <input type="checkbox"/> RAPID |

Other _____

SERVICE RESPONSE CARD

QQ-01709

Date of Service: _____

How did we do?

Please let us know how we did in serving you. We'd like to know if we are serving you at an acceptable level.

How would you rate the way your request for this document was handled?

Excellent Good Average Fair Poor

Did you have contact with Procurement staff?

How would you rate the manner in which you were treated by the Procurement staff?

Excellent Good Average Fair Poor

How would you rate the overall response to your request?

Excellent Good Average Fair Poor

COMMENTS:

Thank you for your response!

We can better assess our service to *you* through feedback from *you*.

Your Name: _____

Address: _____

Phone: _____ (day) _____ evening

**Please return completed form to: Patty Cogle • Procurement •
PO Box 7000 • Leesburg, VA 20177**

ATTACHMENT 1

BUILDING CONDITION EVALUATIONS

DETAILED SCOPE OF SERVICES

1.0 GENERAL PROVISIONS

Provide professional building condition evaluations to identify and prioritize repair, renovation or replacement of systems and components in buildings, structures and associated property improvements owned, leased or used by Loudoun County.

1.1 Criteria

Develop condition evaluations, investigate condition of buildings and associated structures and property improvements, analyze, investigate findings, and recommend repair, renovation or replacement of components and systems in accordance with the evaluation "Levels" described below:

Level One – provide a general evaluation of the building condition and identify components or systems that may require removal, repair or replacement from year one through year five; identify potential sources of hazardous materials like asbestos, lead, radon, UST's, etc., and evaluate indoor air quality. This report is considered a 'gross sieve' to catch or identify major condition problems, provide general estimates and set priorities for year 1 through 5. Level One requires a condition evaluation report of the total facility. The Consultant shall provide a draft document to include a photographic survey, a general narrative discussion of the building, roads, parking areas, exterior lighting, sidewalks, and general site conditions. Include an overall condition assessment, identify specific items for repair or replacement, recommend priorities for the work, and provide planning level cost estimates to effect the work. Provide five (5) hard copies of the approved report and two (2) CD's.

Level Two – as directed, the Consultant will provide a highly detailed evaluation of components and systems or hazardous materials identified in Level One to include specifications for removal, repair or replacement. The specification shall meet the requirements of County Procurement for soliciting repair or replacement through the bid process.

Level Three – as directed, the Consultant will make an inspection of a specific component or system in any County owned or leased building or parking lot, provide a condition evaluation and prepare a cost estimate.

Level Four – as directed, the Consultant shall make an inspection of any structure or property and prepare a condition report. These can include but are not limited to towers, storm water structures, training buildings (e.g. burn building), underground structures (e.g. vaults), etc.

1.2 County Furnished Data

Loudoun County will assist the Consultants in obtaining maintenance and repair history, access to all components and systems, measured drawings when available, etc.

1.3 Correspondence

Address all correspondence to:

Loudoun County, Department of General Services
Manager, Facility Engineering & Service Division
803 Sycolin Road, Suite 100
Leesburg, Virginia, 20175

1.4 Documentation

Document all meetings, conferences, and information obtained by telephone and personal visits. Accurate typed notes shall be available when requested by Project Manager.

1.5 Submittal Requirements

All project correspondence, review documents, reports, etc. prepared by the Consultant shall be distributed to the County's Project Manager for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the County's Project Manager.

Project documents shall be developed as follows:

1.5.1 Written Documents: including reports, cost estimates, and supporting data calculations shall be bound. The task title, project name, contract number, and date shall appear on or be visible through the cover. Divide each volume into logical sections: include an opening summary or overview.

1.5.2 Quantity: Submit five hard copies and two CDs of reports for each task unless otherwise directed.

1.5.3 Rejection: If a task submittal fails to meet the requirements specified, it will be rejected by the Project Manager and the reasons therefore explained. The consultant shall revise and resubmit rejected submittals at no additional cost to the County.

1.5.4 Drawings: Provide sketches or drawings as necessary bound in the report or as separate documents to illustrate to illustrate building and site conditions or problems or to depict solutions.

1.5.5 Reports and Specifications: Type reports and specifications on 8½x11 inch paper with 1 inch side margins and ½ inch top and bottom margins. On each page type the name of the project and the task to which the documents apply. A sample report will be provided as a guideline.

1.5.6 Photographic Documentation: Provide photographs as required to document building conditions and illustrate problems areas. Photos to be printed and bound as part of the building evaluation condition report

2.0 PROFESSIONAL SERVICES

The work consists of multiple tasks to assist the County in evaluating the condition of buildings, structures, and grounds of residential and commercial buildings ranging in age from the 1800's to the present in support of the long term maintenance of Loudoun County owned and leased buildings. These tasks include but are not limited to investigations, studies, analyses, preparation of reports, designs, preparation of sketches and diagrams, photographic documentation, and cost estimates.

2.1 Potential Tasks

Facilities to be evaluated may include but are not limited to libraries, senior centers, community centers, office buildings, residential group homes, and other various buildings supporting County operations. Evaluation tasks may be for a single facility or multiple facilities as determined by the County. An individual report must be prepared for each facility.

2.2 ADDITIONAL Services

Provide ancillary evaluations as directed. Such services may include but are not limited to special evaluations, specifications, cost estimates, studies, design, and on-site inspections not described above. When required by the County, provide these additional services for a negotiated fee based on the hourly rates included in the contract. Where the extent of service cannot be readily determined in advance, services may be acquired on a time and materials basis in accordance with approved hourly rates.